



**DIGITAL BANKING
RETAIL AGREEMENT**

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1. SCOPE OF THIS AGREEMENT

This Digital Banking Retail Agreement between you (an "Authorized User" as defined more fully below) and Northfield Bank (sometimes referred to as the "Bank," "we," "us", or "our") with a location at 581 Main Street, Suite 810, Woodbridge, NJ 07095 governs your ("an authorized user of an Eligible Account") use of our digital and mobile banking products and services (the "Service"). The Service permits our customers to perform a number of banking functions on accounts linked to the Service through the use of a personal computer or mobile device and the Internet.

2. ACCEPTING THE AGREEMENT

After you have carefully read this Agreement in its entirety and the linked Privacy Notice, you will be asked to accept the terms and conditions of this Agreement. When you accept these terms and conditions, you represent and warrant that you, as the Bank's customer, are an Authorized User acting with full authority, and that you are duly authorized to accept this Agreement.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR DO NOT ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT, SELECT THE CANCEL BUTTON.

3. DEFINITIONS

Defined terms not defined elsewhere in this Agreement shall have the meanings given them here:

- A. **Affiliates** - are companies related by common ownership or control.
- B. **Agreement** - means these terms and conditions of the Digital Retail Banking and Bill Payment services, all supplements hereto and all other agreements referred to herein or incorporated by reference herein.
- C. **Authorized User** - is any individual, agent, or sub-user whom you allow to use the Service or your Password or other means to access your Eligible Account(s).
- D. **Business Day** - is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- E. **Business Day Cut-off** - Refers to the cut-off time for posting purposes. The cut-off time for online transactions is based upon our Business Days and the Eastern Time zone. For posting purposes, any transaction processed during a Business Day will be posted on that Business Day. Bill Payment cut-off and scheduling times differ and are further detailed in this Agreement.
- F. **Consumer** - Refers to a natural person who owns an Eligible Account at the Bank and who uses the Service primarily for personal, family, or household purposes.
- G. **Eligible Accounts** - An Eligible Account means any one of your account(s) to which we may allow access through the Service under this Agreement. Only a checking account may be eligible for Bill Payment privileges. We may make additional accounts available for Bill Payment services from time-to-time as allowed by law or our Bill Payment Service Provider. You may request Internet access to any account on which you are a signer or an owner. If you or your Authorized Users desire features of the Service that allow you to initiate Bill Payments, transfers, ACH transactions, or otherwise remove funds from an account, you must have the required withdrawal authority over the relevant Eligible Account. When using the Service, you agree to maintain one or more Eligible Accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the Service.
- H. **Digital Banking** - Includes all applicable Services, as the context so requires.
- I. **Password** - The password that has been selected by you to use in accessing your Eligible Accounts through Digital Banking (and any change to that password that you have made). You must have the password to conduct Digital Banking transactions.
- J. **Payment Instruction** - The information provided by you to the Service for a Bill Payment to be made to the Biller or other recipient of funds.
- K. **Recipient Account** - Your account at another financial institution located in the United States (i) to which you are transferring funds from your Eligible Account; or (ii) from which you are transferring funds into your Eligible Account.

- L. Service** - The various internet and mobile banking products and services offered by the Bank through its Service Providers and further described herein that are provided to under this Agreement to enable customers to conduct the Digital Banking transactions described herein.
- M. Service Provider** - Includes any agent, licensor, independent contractor or subcontractor that the Bank may involve in the provision of Services, along with their respective Service Providers.
- N. Site** - The Bank's digital banking site i.e., online banking site and/or mobile banking site.
- O. User Name** - The User Name that has been selected by you to use in accessing your Eligible Accounts through Digital Banking.

4. DIGITAL BANKING SERVICES

The basic features currently available through the Service may include:

- Account inquiries for balances, rates, activity etc.;
- Conduct transfers between your accounts at the Bank;
- View loan balances and payments to loans at the Bank;
- Online check reorders;
- Bill Payment services;
- Deposit checks remotely;
- Send Zelle payments to/from people directly;
- Retrieve Instant Balances;
- View e-Statements;
- View check images;
- Send External Transfers;
- Stop Payments;
- Send and receive funds from other Bank consumers; and
- Access Personal Financial Management Tools.

We reserve the right, at any time, to introduce new services, expand, terminate, reinstate, suspend, or otherwise modify any and all services, documentation (including but not limited to this Agreement), and requirements associated with Digital Banking in our sole discretion. You may use the Service seven days a week, 24 hours a day, although some or all features may not be available occasionally due to emergencies or scheduled system maintenance. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control.

If you conclude that the Agreement or Services are unacceptable to you at any time, please discontinue your use of Digital Banking and notify us at the above address, otherwise, by using any new or modified service, or otherwise complying with any changed documentation or stated requirements, when they become available or effective, you agree to be bound, as applicable, to the Agreement, supplements, additional agreements, documentation, and/or requirement(s) as changed.

5. OTHER DIGITAL BANKING FEATURES

Stop Payment Feature

The stop payment feature within the Service is only for stopping payments on checks that you have written from your account. The stop payment feature within the Service should NOT be used to cancel transfers and Bill Payments. There is a stop payment fee associated with this feature. Please refer to our fee schedule for additional information or contact us at the above contact information listed on page 1 of this Agreement.

Additional terms of acceptance or disclosures may apply on the stop payment service and these disclosures will be made at the time you complete the request. Additional information on stop payments is available within the Service.

6. FEES

The Bank reserves the right to charge fees after an appropriate notification period. You are responsible for all fees otherwise related to your Eligible Account, as well as any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

7. REQUIREMENTS FOR ENROLLING IN THE SERVICE(s)

In order to enroll in the Service(s):

- You must have an Eligible Account with the Bank. Your account with us must maintain a positive balance.
- You must be a resident of the United States or its possessions.
- You must have a computer and Internet browser or tablet device that will support HTTPS-encrypted browsing at levels determined by the Bank, in its sole discretion. Such browsers may include Google Chrome, Mozilla Firefox, Microsoft Edge, and Apple Safari. Browser support is subject to change without notice, and you are encouraged to configure browsers for automatic updates.
- You will need Internet access through an Internet service provider with a minimum of 1 Mbps download speed.
- You will need access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures.
- You will need to maintain a valid email address for the delivery of electronic notices and disclosures.
- You will need to maintain a valid phone number where you can receive SMS messages or voice calls.

Prior to enrolling in the Service(s) and accepting the electronic version of this Agreement, you should verify that you have the required hardware and software necessary to access the Service and to retain a copy of this Agreement.

We may from time-to-time revise hardware and software requirements. If there is a material chance that the changes may impact your ability to access the Service(s), we will give you advance notice of these changes and provide you an opportunity to cancel the Service.

8. ENROLLMENT PROCESS

You must complete the enrollment process to use the Service(s). You can enroll for a Service on the Internet, via mobile banking, or you can enroll in any of our offices. The Internet enrollment process involves completing a secure online application that we will use to verify your identity. You will also choose your Username and Password during the enrollment process.

9. LINKED ACCOUNTS

When you first enroll for the Digital Banking Service, we will link all of your designated Eligible Accounts to one User Name. If you want to limit the accounts linked or the privileges assigned to an account, please contact us at the above contact information.

Subject to the prior written approval of Bank, you may be permitted to link your account(s) beyond the linking of Eligible Accounts described in this Section 9 of this Agreement. You may request that we enable a link between an Eligible Account and a Related Account. For purposes of this linking provision, a "Related Account" is a retail or commercial account held by a Customer for which you are an owner and an authorized signer. The Bank will only permit linking between an Eligible Account and a Related Account where it is satisfied that all affected account holders have authority to authorize the Bank to establish linking between each party's designated accounts and all account holders have received approval in writing. As used herein, the term "link" (including linking and linked) means the ability of Customer to enable a person who is an owner of an Eligible Account and is enrolled in Digital Banking Services to access information about a Related Account and initiate an online transfer to it. In addition, by linking a Related Account to your Eligible Account, the person who is an owner or authorized signer of a Related Account and is enrolled in Digital Banking Services will be able to access information about your Eligible Account ("Linked User"). The terms and conditions hereof will supplement all existing disclosures and agreements that govern the Eligible Account(s) held by Customer and the Related Account(s) held by the applicable owner.

BY REQUESTING AND BEING APPROVED IN WRITING FOR LINKING, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU: (1) ARE GIVING BANK YOUR EXPRESS WRITTEN INSTRUCTION TO PROVIDE A LINKED USER WITH ANY AND ALL INFORMATION ABOUT YOU AND YOUR ELIGIBLE ACCOUNT(S) THAT IS AVAILABLE THROUGH THE DIGITAL BANKING SERVICES; AND (2) AS A CONSUMER, ARE GIVING YOUR EXPRESS WRITTEN INSTRUCTION TO BANK TO PERMIT SHARING ANY INFORMATION ABOUT YOU THAT IS AVAILABLE THROUGH THE DIGITAL BANKING SERVICES, INCLUDING NON-PUBLIC PERSONAL INFORMATION, WITH EACH LINKED USER OF THE RELATED ACCOUNT.

Each Linked User of the Related Account will be able to access information and conduct transactions with your Eligible Account. Once approved, the authorizations described herein shall remain in effect until written notice of your request to revoke such linkage is delivered to the Bank and we have a reasonable opportunity to take action regarding such requested revocation.

10. SIGNATURE REQUIREMENTS

When any transfer, ACH, or other Payment Instruction is initiated through the Service for your benefit, you agree that we may debit the designated Eligible Accounts without requiring your signature on the item and without any notice to you. Requirements for dual signatures on checks, if applicable, do NOT apply to Bill Payments or other transfers initiated through the Service.

Any Authorized User must be authorized individually to make electronic transfers and online Bill Payments even though that person's authority to make transfers by other means may still require dual signatures.

11. ACCOUNT BALANCES

Balances shown in your accounts may include deposits subject to verification by us. The balance reflected in the Service may differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. A transfer request must be made before the Business Day Cut-off time stated below to be effective the same Business Day. The balances within the Service are updated periodically and the Service will display the most current "as of" date on the "accounts" summary page. There may be situations that cause a delay in an update of your balances. The Service will use the most current balance available at the time of a transaction to base our approval for account transfers.

12. CANCELING OR CHANGING TRANSFERS

You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us through the Service; however, you can edit or change a transfer that is still "pending".

In order to cancel or change a pending transfer that has not been submitted to us for processing, you must log in and make edits to the appropriate transaction. Edits must be made before 6:00 PM for transactions to be processed the same Business Day. You may edit a pre-scheduled (future dated/automatic) transaction any time before 6:00 PM on the Business Day before the scheduled transfer or payment date.

If you need our assistance on making edits to automatic/future dated transfers, you can send us an email through the Service; however, we must receive your request three (3) Business Days or more before the transaction is scheduled for processing. If you call, we may also require you to make your request in writing.

13. MOBILE BANKING TERMS AND CONDITIONS

A. **General Terms.** The terms set forth in this section describe the mobile banking services and any related Software provided by the Bank (collectively, the "Mobile Services"). By participating in the Mobile Services, you are agreeing to the following terms and conditions, in addition to any terms and conditions to which you have previously agreed with respect to the underlying digital banking of which the Mobile Services are a part.

i. **Mobile Services.** Mobile Services can be accessed through the Bank's third party software application (the "Software"), through your mobile device's web browser, or certain services through Short Message Service (SMS) or smart watch. If accessing the Software through a mobile device, the mobile device must have an active internet connection through either a Wi-Fi network or a 4G LTE or 5G cellular data plan. The mobile device shall utilize supported Android, iOS and, for certain limited services, WatchOS operating systems. Accessing Mobile Services through a mobile web browser or WatchOS may result in you being unable to utilize certain services available on the Software. At the present time, you may use Mobile Services for the following:

- Transfer funds in real time between your designated accounts;
- View your account balances;
- Review recent transactions in your designated accounts;
- Deposit checks remotely;
- Bill Pay services;
- Send Zelle payments to/from people directly [Consumer Accounts only];
- Retrieve Instant Balances;
- View e-Statements;
- View check images;
- Send External Transfers;
- Stop Payments;
- Check reorder;
- Send and receive funds from other Bank consumers;
- Access Personal Financial Management Tools.

ii. **Privacy and User Information.** You acknowledge that in connection with your use of the Mobile Services, the Bank and its Affiliates and Service Providers, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Mobile Services or Software (collectively "User Information"). The Bank and its Affiliates and Service Providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Mobile Services and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. The Bank and its Affiliates and Service Providers also reserve the right to monitor use of the Mobile Services and Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, and/or credit any content. You agree that Bank may collect, transmit, store and use technical, location, and login or other personal data and related information, including, without limitation, information about your mobile device, system and application software, and information regarding

your location, that are all gathered periodically to facilitate the provision of software updates, product support, and other services to you related to the Mobile Services.

- iii. **License.** You are granted a non-exclusive, non-sublicensable, non-transferable, personal, limited license to install and use the Software only on a mobile device that you own or control, solely for your personal and/or business use and as expressly permitted herein. Certain software that the Bank uses to provide the Mobile Services has been licensed from third parties not affiliated with the Bank. This limited right to use the Software is revocable in the discretion of the Bank or its Service Providers and the Bank retains all rights, title and interests to the Software any modifications and updates thereto. You agree not to decompile or reverse engineer the Software. All rights not expressly granted to you herein are reserved.
- iv. **Liabilities and Responsibilities.** The Mobile Services are provided "as is" and without warranty. You understand and agree that the Bank may not encrypt information when it is provided to you in a manner that is accessible by a mobile device and may include personal or confidential information about your account, such as account activity or the status of your account. Delivery and receipt of information including your instructions may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), communication service provider, phone carriers, any other parties, or because of any other reasons outside of the Bank's control.

You are responsible for any and all fees and charges, including but not limited to fees associated with text messaging, that may be imposed by your Internet or communication service providers, phone carrier, or any other third party and for complying with any terms and conditions imposed by your Internet or communication service providers, phone carrier or any other third party. Bank is not responsible for any damages resulting from your failure to comply with any terms and conditions imposed by your Internet or communication service providers, or any other third party.

Your mobile device may become subject to unauthorized tracking, "hacking" or other manipulation or spyware, viruses or other malicious code ("malware"). The Bank is not responsible for advising you of the existence or potential effect of any malware. Your use of hardware and software is at your own risk. You are prohibited from circumventing any technological protections of your mobile operating system of your mobile device in order to install unauthorized software (e.g., jailbreaking).

- v. **Restrictions on Use.** You agree not to use the Mobile Services and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and that the Mobile Services and Software will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Mobile Services and Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such materials or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Bank or any Service Providers involved in the provision of the Services; or (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage. Detrimentally interfere with, surreptitiously intercept or

expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Bank, any Service Provider involved in providing the Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Bank or any third party.

- vi. **Questions.** You can contact us at the above contact information for assistance in utilizing mobile banking to access your Eligible Accounts.
- vii. The Mobile Services and/or Software may not be available at any time for any reason outside of the reasonable control of Bank or any Service Provider.

B. Fingerprint and Facial Recognition for Mobile Banking

Fingerprint Login is an optional fingerprint sign-in method for the Mobile Services that may be available for certain Apple® (Touch ID™) and Android® mobile devices that have a built-in fingerprint scanner. Facial Recognition Login is an optional facial recognition sign-in method available for certain Apple and Android devices that have facial recognition software. These login authentication features require end-user registration at the device level. Please consult support for either Apple or Android to complete the setup for fingerprint scanning or facial recognition (collectively, the “Alternate Login Methods”) on your mobile device. Biometric data is stored on your mobile device only and Northfield Bank never sees or stores your fingerprint information. You acknowledge that by enabling the Alternate Login Methods, you will allow anyone who has an Alternate Login Method stored on your mobile device access to your personal and Payment Account information within Northfield Bank Mobile Banking. Northfield Bank reserves the right to suspend or disable this feature at any time. Alternate Login Methods can only be associated with one mobile banking User Name at a time on a device. If your device doesn’t recognize your Alternate Login Method, you can sign in using your password. To use an Alternate Login Method for mobile banking on multiple devices, you will need to set it up for each device. You can enable or disable an Alternate Login Method anytime from the Services menu within Northfield Bank Mobile Banking. You will be required to re-authenticate your Alternate Login Method periodically by reinserting your password into the application. Any changes or modifications to the Alternate Login Method stored on your device will also require you to re-authenticate.

C. Mobile Check Deposit Service Agreement

- i. **Mobile Deposit Service.** Your use of the Software may include use of Northfield’s Mobile Check Deposit Service (the “Mobile Deposit Service”). The Mobile Deposit Service allows you to make certain deposits to an account by using a supported mobile device with a camera to create an electronic image of an original paper check made payable to you and meeting the requirements of a check as defined in Federal Reserve Board Regulation CC (“Eligible Check”), transmitting the image and its related data to the Bank. Eligible Checks must be payable in U.S Dollars.
- ii. **Equipment.** To use the Mobile Deposit Service, you must have a supported mobile device with a supported rear-facing camera with a resolution of at least 5 megapixels and a supported operating system. The Bank does not guarantee that your particular mobile device, mobile device camera, mobile device operating system or mobile carrier will be compatible with the Mobile Deposit Service. You may be required to update the Software periodically to continue using the Mobile Deposit Service.
- iii. **Limitations.** When using the Mobile Deposit Service, you may experience technical or other difficulties. The Bank does not assume responsibility for any such difficulties or any resulting damages that you may incur. For security reasons, the Mobile Deposit Service has qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. The Bank reserves the right to change, suspend or discontinue the Mobile Deposit Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you. The Bank reserves the right to limit the number of Mobile Devices through which you may access the Mobile Deposit Service. Except as expressly provided herein, deposits made through the Mobile Deposit Service are subject to all limitations and terms set forth in the

relevant deposit agreement governing your deposit account as it may be modified from time to time, including, but not limited to, those related to deposit acceptance, crediting, collection, endorsement, processing order and errors.

- iv. **Eligible Checks and Items.** You agree to scan and transmit only Eligible Checks as that term is defined in Federal Reserve Regulation CC and only those checks that are permissible herein or such other items as we, in our sole discretion, elect to include under the Mobile Deposit Service. Nothing herein should be construed as requiring Northfield Bank to accept any check or item for deposit, even if Northfield Bank has accepted that type of check or item previously. Nor shall Northfield Bank be required to identify or reject any checks that you may scan and deposit that fail to meet the requirements herein. You agree that you will not use the Mobile Deposit Service to scan and transmit any checks or other items as shown below:
- Checks payable to any person or entity other than you, or to you and another party (even if such check is endorsed over to you).
 - Checks containing alteration to any of the fields on the front of the check (including the MICR line), or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
 - Checks that are not in the original form with a signature, such as substitute checks or remotely created checks, as defined in Reg. CC.
 - Checks drawn on a financial institution located outside of the United States.
 - Checks not payable in United States currency.
 - Checks dated more than six months prior to the date of deposit.
 - Checks on which a stop payment order has been issued or for which there are insufficient funds.
 - Checks previously returned unpaid.
 - Checks previously deposited anywhere.
 - Checks that exceed any limit.
- v. **Image Quality.** The image of a check transmitted to Northfield Bank using the Service must be legible. You agree that Northfield Bank shall not be liable for any damages resulting from a check's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check, or from any inaccurate information you supply regarding the check.
- vi. **Endorsements.** Before transmission, you agree to restrictively endorse any check transmitted through the Service as 'For Deposit Only, Account#, Mobile Deposit' or as otherwise instructed by Northfield Bank.
- vii. **Disposal of Transmitted Checks.** You agree never to represent to us or any other party a check that has been deposited through the Mobile Deposit Service. You agree to supply any information in your possession that we request regarding a check deposited or attempted to be deposited through the Service. During the time that you maintain the original check, you understand and agree that you must use a high degree of care to securely protect such checks against risks, including but not limited to accidental, intentional or wrongful negotiation or attempted negotiation of checks after they have been processed by Northfield Bank. Among other things, the checks shall be kept in a secure location to which access shall be restricted. You agree to destroy checks that have been accepted for deposit through the Service and have cleared after sixty (60) calendar days to ensure that such checks are not represented for payment and, prior to disposal or destruction, to safeguard such checks. You will be liable for checks that are presented more than once. You assume risk of loss for checks destroyed before they clear your account.

- viii. **Deposit Limits and Cut-off Times.** The Bank reserves the right to impose limits on the amount(s) and/or number of deposits (over a period of time set by us) that you transmit using the Mobile Deposit Service and to modify such limits from time to time without notice to you. Deposits must be made before 6 PM Eastern Time in order to be considered deposited on the same Business Day. Deposits made after 6 PM Eastern Time will be considered deposited on the next Business Day.
- ix. **Receipt of Checks.** The Bank is not responsible for checks we do not receive in accordance with this section or for images that are dropped or damaged during transmission. An image of a check shall be deemed received when you receive a confirmation from the Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, able to be processed, complete or that funds will be credited for that check. Upon receipt of the check image, it will be reviewed by the Bank before it is accepted by the Bank for deposit. If upon review of the check, the Bank determines that the check information is incomplete, unusable, or does not conform to the guidelines herein, the Bank may reject the deposit. Should this occur, the Bank may adjust any provisional credit given to your account and will provide you a written notice setting forth the reasons why your deposit could not be processed through the Mobile Deposit Service.
- x. **Fees.** The Mobile Deposit Service is provided at no charge to you. However, the normal fee schedule applies to all activity related to the Software, such as fees for items returned to us unpaid. We may, upon at least thirty (30) days prior notice to you, to the extent required by applicable law, charge a fee for use of the Service. If you continue to use the Mobile Deposit Service after the fee becomes effective, you agree to pay the service fee that has been disclosed to you, as may be amended from time to time. Further, you will be required to designate an account at the Bank from which fees for the Service will be debited.
- xi. **Cancellation, Termination and Changes to the Service.** We reserve the right to terminate, modify, add or remove features from the Mobile Deposit Service at any time in our sole discretion. You may reject changes by discontinuing use of the Mobile Deposit Service. Your continued use of the Mobile Deposit Service will constitute your acceptance of and agreement to such changes. You may cancel the Mobile Deposit Service at any time by contacting us at the above contact information. Maintenance to the Service may be performed from time-to-time resulting in interrupted service, delays or errors in the Service and we shall have no liability for any such interruptions, delays, or errors. Attempts to provide prior notice of scheduled maintenance will be made but we cannot guarantee that such notice will be provided.
- xii. **Indemnification.** In addition to the indemnities contained in other sections of this Agreement, to the fullest extent permitted by applicable law, you agree to defend, indemnify and hold the Bank and its affiliates and each of their respective officers, directors, shareholders, agents, employees, successors and assigns harmless for any loss or expense resulting from (i) any breach of warranty or covenant made by you pursuant to this section, or (ii) any claim pertaining to any warranty or indemnity the Bank makes with respect to an Eligible Check under the Check Clearing for the 21st Century Act, Federal Reserve Board Regulations CC and J and all other applicable state or federal laws and regulations; The American National Standards Institute; The Electronic Check Clearing House Organization; and all other clearing houses or associations. To the extent there are available funds in any of your accounts, the Bank will charge the accounts for any amount it pays, in its discretion, under the Check Clearing for the 21st Century Act.
- xiii. **Per Check/Per Day Limits.** We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

14. NORTHFIELD BANK ALERTS TERMS AND CONDITIONS

- i. **General.** The following Alerts terms and conditions ("Alerts Terms of Use") only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.
- ii. **Alerts.** Your enrollment in Northfield Bank Digital Banking includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Northfield Bank account(s). Alerts are provided within the following categories:
 - **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Digital Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
 - **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts. Account Alerts must be managed and/or added online through the Digital Banking Application or the Mobile Service. We strongly recommend that you setup these alerts as they provide important information related to your accounts. Please note you cannot maintain all Alerts through your mobile device. We may add new Alerts from time-to-time or cancel old Alerts. We usually notify you when we cancel Alerts but are not obligated to do so. The Bank reserves the right to terminate its Alerts service at any time without prior notice to you.
- iii. **Methods of Delivery.** We may provide Alerts through one or more channels ("End Points"): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Northfield Bank Digital Banking message in-box, by an e-mail message. You agree to receive Alerts through these End Points, and it is your responsibility to determine that each of the service providers for the End Points described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.
- iv. **Limitations.** The Bank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, Internet service provider(s) and other factors outside the Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold the Bank, its directors, officers, employees, agents and Service Providers liable for losses or damages including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.
- v. **Alert Information.** As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

- vi. **Privacy and User Information - Data Analytics.** You acknowledge that in connection with your use of the Mobile Services, the Bank and its Affiliates and Service Providers may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software. The Bank and its Affiliates and Service Providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.

15. CARD CONTROL AND MANAGEMENT

- i. **General.** The card control and management are standalone features within the Service to implement certain card control and alert functions. The feature is only available for debit cards issued by the Bank and registered within in the Digital Banking Service. The feature is intended to allow you to initiate certain payment card related activities for your enrolled the Bank debit card(s) via the Digital Banking Service. Those activities may include the ability to but is not limited to:

- Register the card;
- Activate and deactivate the card;
- Set control preferences for card usage including location, transaction, and merchant types;
- Spend limits, and card on/off ("Controls");
- Set alert preferences for card usage including location, transaction, and merchant types;
- Spend limits, and declined purchases ("Alerts");
- View transaction history including cleansed and enriched merchant information (e.g., merchant name, address, and contact information);
- Report your card as lost or stolen;
- Review your spending by merchant type and/or by month;
- View a list of merchants storing your card information for recurring or card-on-file payments.

The card controls and alerts you set up through the use of the service may continue to apply, even if you unregister a card from the feature. Please contact the Bank to discontinue any alerts or controls you may have set. Certain card control features may not be available for all transactions and may depend on the device being utilized to access the feature. Card Controls may enable access to Northfield Bank and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto. To the extent the Software allows you to access third party services, Northfield Bank, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will Northfield Bank be liable for the removal of or disabling of access to any such services. Northfield Bank may also impose limits on the use of or access to certain services, in any case and without notice or liability.

- ii. **Third Parties.** The card control and management feature may enable access to the Bank and third parties' services and web sites, including GPS locator websites, such as Google. Use of such services may require internet access and that you accept additional terms and conditions applicable thereto, including, with respect to Google maps, those terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at http://maps.google.com/help/legalnotices_maps/, or such other URLs as may be updated by Google. To the extent the card management feature allows you to access third party services, the Bank and those third parties, as applicable, reserve the right to change, suspend, remove, limit,

or disable access to any of those services at any time without notice and without liability to you.

- iii. **Availability/Interruption.** You acknowledge that the actual time between occurrence of an event ("Event") triggering a selected Control or Alert and the time the notification of such event is sent to your mobile device ("Notification") is dependent on a number of factors including, without limitation, your wireless service and coverage within the area in which you are located at that time. You acknowledge that Notifications of Events may be delayed, experience delivery failures, or face other transmission problems. Similarly, selection of Controls and Alerts (collectively, "Commands") are likewise affected by the same or similar factors and problems could arise with use of Commands. Notifications of Events may not be available to be sent to your mobile device in all areas.

If you registered to receive Notifications to your mobile device, the card management feature is available when you have your mobile device within the operating range of a wireless carrier with an appropriate signal for data services. The card management feature is subject to transmission limitations and service interruptions. The Bank does not guarantee that the card management feature (or any portion thereof) will be available at all times or in all areas.

You acknowledge and agree that certain functionality with the card management feature may not be available for all transactions. Commands based upon the location of the mobile device where the card management feature is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the location of the actual location of the merchant differs from the merchant's registered address.

You acknowledge and agree that neither the Bank nor its Service Providers are responsible for performance degradation, interruption or delays due to conditions outside of its control. You acknowledge that neither the Bank nor its Service Providers shall be liable to you if you are unable to receive Notifications on your mobile device in your intended area. The Bank, for itself and its third-party Service Providers, disclaims all liability for: any delays, mis-delivery, loss, or failure in the delivery of any Notification; any form of active or passive filtering.

16. GENERAL TERMS APPLICABLE TO BILL PAYMENT, EXTERNAL ACCOUNT TO ACCOUNT TRANSFER, INTERNAL ACCOUNT TO ACCOUNT TRANSFER AND ZELLE®

- A. Introduction.** These General Terms are in connection with Bill Payment, External Account to Account Transfer, Internal Account to Account Transfer and Zelle services that are described in the rest of this Section 16 and applies to services you use from us, as applicable (each, a "Funds Transfer Service" or "Other Payment Service") offered through the Site. This Section consists of these General Terms for each Funds Transfer Service (referred to as "General Terms"), and each set of Terms that follows after the General Terms that applies to the specific Funds Transfer Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.
- B. Our Relationship with You.** We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Funds Transfer Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Funds Transfer Service (including but not limited to recipients to whom you send payments).
- C. Service Providers.** We are offering you the Funds Transfer Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a

"Definitions" Section at the beginning of this Agreement. Other defined terms are also present at the end of each set of Terms that follow after the General Terms, as applicable.

D. Prohibited Payments. The following types of payments are prohibited through the Funds Transfer Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- i. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- ii. Payments that violate any law, statute, ordinance or regulation; and
- iii. Payments that violate the Acceptable Use terms in subsection J below of these General Terms; and
- iv. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to Consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- v. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- vi. Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and
- vii. Tax payments and court ordered payments.

E. Payment Methods and Amounts. There are limits on the amount of money you can send or receive through the Funds Transfer Service. Your limits may be adjusted from time-to-time in our sole discretion. For certain Services, you may have the ability to log in to the Site to view your individual transaction limits. We or our Funds Transfer Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your account.

F. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

G. Failed or Returned Payment Instructions. In using a Funds Transfer Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Account (for example, there are insufficient funds in your Eligible Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Account, to cover the

payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- i. You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Account to allow the debit processing to be completed;
- ii. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Account, including by ACH debit;
- iii. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

H. Information Authorization. Your enrollment in the applicable Funds Transfer Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Funds Transfer Service. The following provisions in this Section apply to certain Services:

- i. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- ii. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with Service Providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our Service Providers to provide similar fraud management and prevention services for services or web sites not

provided by us. We will not share with Service Providers any information that personally identifies the user of the applicable device.

- I. **Errors and Questions.** In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 27 of this Agreement.
- J. **Acceptable Use.** You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Funds Transfer Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Funds Transfer Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Funds Transfer Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our Internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in subsection K of these General Terms of any violations of the General Terms or the Agreement generally.
- K. **Notices to Us Regarding the Funds Transfer Service.** Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to: 581 Main Street, Suite 810, Woodbridge, NJ 07095. We may also be reached at the above contact information for questions and other purposes concerning the Service.
- L. **Notices to You.** You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in subsection K of these General Terms. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Funds Transfer Service if you withdraw your consent to receive electronic communications.
- M. **Text Messages, Calls and/or Emails to You.** By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.
- N. **Receipts and Transaction History.** You may view your transaction history by logging into the Service and looking at your transaction history.

- O. Eligibility.** The Funds Transfer Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.
- P. Service Termination, Cancellation, or Suspension.** If you wish to cancel the Funds Transfer Service, you may contact us pursuant to the Notice subsection K of these General Terms. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.
- Q. Intellectual Property.** All other marks and logos related to the Funds Transfer Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Funds Transfer Service, the portion of the Site through which the Service is offered, the technology related to the Site and Funds Transfer Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.
- R. Remedies.** If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Funds Transfer Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Funds Transfer Service for any reason or no reason and at any time. The remedies contained in this subsection are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.
- S. Indemnification.** You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Funds Transfer Service.
- T. Release.** You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Funds Transfer Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.
- U. Exclusions of Warranties.**

THE SITE AND FUNDS TRANSFER SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR FUNDS TRANSFER SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

17. BILL PAYMENT ADDITIONAL TERMS OF SERVICE

A. Description of Service. The bill payment service enables you to receive, view, and pay bills from the Service (the "Bill Payment Service").

B. Bill Payment Definitions.

- i. **Bill Payment Service Provider** – refers to the contractor, sub-contractor, or provider of our Bill Payment and Delivery services.
- ii. **Biller** – is the person or entity to which you wish a Bill Payment be directed or is the person or entity from which you receive electronic bills, as the case may be.
- iii. **Billing Account** – is the checking account from which all Service fees will be automatically debited.
- iv. **Draft Payment** – A payment method similar to a check written by you on your Payment Account. Billers should receive Draft Payments no later than the Scheduled Payment Date. Funds remitted to the Biller are deducted from your Payment Account when the Draft is presented to the Bank for payment. As a result, neither the Bank nor its Service Provider(s) can control when your Payment Account will be debited for a Draft Payment.
- v. **Due Date** – Refers to the date reflected on your Biller statement for which the Bill Payment is due. It is not the late date or grace period.
- vi. **Payment Account** – The checking account from which Bill Payments will be debited. You must be a legal owner of any Payment Account registered for the Service.
- vii. **Scheduled Payment** – A Bill Payment that has been scheduled through the Service but has not begun processing.
- viii. **Scheduled Payment Date** – The day you want your Biller to receive your Bill Payment and is also the day your Payment Account will be debited (other than Draft Payments, as described above), unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

C. Bill Payment Scheduling. The earliest possible Scheduled Payment Date for each Biller will be designated within the Bill Payment Service when you are scheduling the Bill Payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. You must be 18 years of age or older to sign up for Bill Payment Service.

When scheduling Bill Payments, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period to avoid any charges by the biller. Depending on the method of payment, your Payment Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft check drawn on your account, the draft check arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft check, your Payment Account may be debited earlier than the Scheduled Payment Date.

- D. The Bill Payment Service Guarantee.** Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. Except as expressly stated otherwise within this Agreement, the Bank and/or its Service Providers will bear the responsibility for any late payment related charges up to \$50.00 should a Bill Payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under “Bill Payment Scheduling” in this Agreement.
- E. Payment Authorization and Payment Remittance.** By providing the Bill Payment Service with names and account information of Billers to whom you wish to direct payments, you authorize us to follow the Payment Instructions received through the Service. In order to process payments more efficiently and effectively, our Bill Payment Service Provider may edit or alter payment data or data formats in accordance with Biller directives.

When the Bill Payment Service receives a Payment Instruction, you authorize our Bill Payment Service Provider to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize our Service Provider to credit your Payment Account for payments returned to the Bill Payment Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another Authorized User of the Service. For instances in which a transaction cannot be processed due to insufficient funds, we may reattempt to process such transaction from an Eligible Account on the next available Business Day.

The Bill Payment Service will attempt to make all your payments properly. However, the Service shall incur no liability and any Bill Payment Service Guarantee (as described herein) shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- i. If, through no fault of the Bill Payment Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- ii. The payment processing center is not working properly and you know or have been advised by the Bill Payment Service about the malfunction before you execute the transaction;
- iii. You have not provided the Bill Payment Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or
- iv. Circumstances beyond control of the Bill Payment Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

- F. Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment (if processing has not begun) by following the directions within the Bill Payment Service. There is no charge for canceling or editing a Scheduled Payment. However, once the Bill Payment Service has begun processing a Scheduled Payment it cannot be cancelled or edited, therefore a stop payment request must be submitted, as described within this Agreement.
- G. Bill Payment Stop Payment Requests.** The ability of the Bank and its Service Provider to process a stop payment on a Bill Payment request will depend on the payment method and whether or not a check or Draft Payment has cleared. Additionally, we may not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any Bill Payment that has already been processed, you must contact our Bank representative.

Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We may require you to present your stop payment request in writing within fourteen (14) days of a verbal request. The charge for each stop payment request will be the current charge for such service as set forth in our applicable fee schedule.

- H. Returned Payments.** In using the Bill Payment Service, you understand that Billers and/or the United States Postal Service may return Bill Payments to our Service Provider for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. Our Service Provider will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Bill Payment Service of returned payments.
- I. Exception Payments.** Tax payments and court ordered payments may be scheduled through the Bill Payment Service; however, such payments are discouraged and are scheduled at your own risk. In no event shall the Bank or its Service Provider(s) be liable for any claims or damages resulting from your scheduling of these types of payments. The Bill Payment Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Bill Payment Service.

Research of exception payments shall be limited to proof of payment and/or unauthorized payments only. All other research and resolution for any misapplied, misposted or misdirected exception payments will be your sole responsibility.

- J. Biller Limitation.** We reserve the right to refuse to pay any Biller to whom you may direct a payment. The Bill Payment Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.
- K. Failed Transactions.** In using the Bill Payment Service, you are requesting us to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Bill Payment Service. In such case, you agree that: You will reimburse the Bank or our Service Provider immediately upon demand the transaction amount that has been returned; For any amount not reimbursed within fifteen (15) days of the initial notification, a late charge may be assessed against unpaid amounts equal to 1.5% or the legal maximum, whichever rate is lower; You will reimburse us for any fees, it may incur in attempting to collect the amount of the return from you; and we are authorized to report the facts concerning the return to any credit- reporting agency.
- L. Bill Payment and Transfer Limitations.** You may use the Bill Payment Service to check the balance of your Eligible Account (s) and to transfer funds among your Eligible Accounts at the Bank. You must have sufficient funds in your account to cover the amount of any online transfers and Bill Payments on the scheduled payment date set for the transaction, or the transaction may not be processed. NSF and/or overdraft charges may be incurred if Bill Payments exceed your account balance. The Bank currently limits the Bill Payment Service to Checking Accounts only.
- M. Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Bill Payment Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service. Any applicable fees will be charged regardless of whether the Bill Payment Service was used, except for fees that are specifically use-based. Use-based fees for the Bill Payment Service will be charged against the Payment Account. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Bill Payment Service to deduct the calculated amount from your designated Payment Account. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section G of the General Terms above (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Bill Payment Service, including without limitation if we debit the Payment Account for such fees, as described in this Section, and there are insufficient fees in the Payment Account.
- N. Bill Delivery and Presentment**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Bill Payment Service's electronic bill options, you also agree to the following:

- i. **Information Provided to the Biller.** We are unable to update or change your personal or business information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by you; contact the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's or company's bill.

Our Service Provider may, at the request of the Biller, provide to the Biller your e-mail address, Bill Payment Service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Bill Payment Service and/or bill information.

- ii. **Activation.** Upon activation of the electronic bill feature, our Service Provider may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
- iii. **Notification.** Our Bill Payment Service Provider will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Bill Payment Service, our Service Provider may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
- iv. **Cancellation of Electronic Bill Notification.** The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may also cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. Our Bill Payment Service Provider will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- v. **Non-Delivery of Electronic Bill(s).** You agree to hold harmless, the Bank and its Service Providers should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
- vi. **Accuracy and Dispute of Electronic Bill.** Neither the Bank, nor its Service Providers are responsible for the accuracy of your electronic bill(s). The Bank and its Service Providers are only responsible for presenting the information received from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

18. EXTERNAL ACCOUNT TO ACCOUNT TRANSFER SERVICE ADDITIONAL TERMS OF SERVICE

A. Description of External Transfer Service, Authorization and Processing.

- i. The External Account to Account Transfer Service enables you to transfer funds: between your Eligible Account(s) that you maintain with us on the one hand, and your Recipient Account(s) that are maintained by other financial institutions, on the other hand (the "External Transfer Service"). You represent and warrant that you are either the sole owner or a joint owner of the Eligible Account and the Recipient Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Account and the Recipient Account. If you are a joint owner of the Eligible Account, Recipient Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the Recipient Account is located in the United States.
- ii. When we receive a transfer instruction from you, you authorize us to (i) debit your Eligible Account and remit funds on your behalf to the Recipient Account designated by you and to debit your applicable Account as described below; or, as applicable, to (ii) credit your Eligible Account and remit funds on your behalf from the Recipient Account designated by you and to debit your applicable Account as described below. You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a transfer instruction that you have initiated, we will notify you in accordance with your user preferences.

B. Incomplete Transactions. We will use reasonable efforts to make all your External Transfers properly. However, we shall incur no liability if we are unable to complete any of the above transaction requests initiated by you because of the existence of any one or more of the following circumstances:

- i. If, through no fault of ours, the Eligible Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
- ii. The External Transfer Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
- iii. The External Transfer is refused as described herein;
- iv. You have not provided us with the correct information, including but not limited to the correct Eligible Account or Recipient Account information;
- v. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

C. External Transfer Service Fees and Additional Charges. External Transfer Service Use Fees are disclosed in the user interface for the External Transfer Service (please refer to our Northfield Bank Fee Schedule). Any applicable fees will be charged regardless of whether the External Transfer Service was used, except for fees that are specifically use-based. Use-based fees for the External Transfer Service will be charged against the Eligible Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the External Transfer Service. The Fees described in this Section are in addition to any fees associated with your Eligible Accounts generally, which will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

D. External Transfer Transaction Limits. There are limits on the amount of money you can send or receive through the External Transfer Service. You may log in to the Service prior to initiating a transaction to view your individual transaction limits. We may permit transfers in excess of these limits, based on service type, our loss experience, security issues and

other

factors.

- E. Transfer Cancellation Requests.** You may cancel a transfer at any time until it begins processing (as shown in the External Transfer Service). If you desire to stop any transfer that has already been processed, you must contact the Bank. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.
- F. Refused Transfers.** We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.
- G. Returned or Failed Transfers.** In using the External Transfer Service, you understand transfers may be returned or fail for various reasons such as, but not limited to, the Recipient Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, failed, or denied transfer to your Account that we debited for the funds transfer or use other reasonable efforts to return such transfer to you as permitted by law. In certain cases, we may require you to contact us or the financial institution for your Recipient Account to initiate a request to receive such funds. You may receive notification from us.
- H. ABA Issued Routing Number.** In using the External Transfer Service, you understand that we will not be able to process the transfer unless the Recipient Account is an account having an ABA issued routing transit number.

19. INTERNAL ACCOUNT TO ACCOUNT TRANSFER SERVICE ADDITIONAL TERMS OF SERVICE

A. Description of Service, Authorization and Processing.

- i. These Internal Account to Account Transfers enable you to transfer funds between your Account(s) that you maintain with us on the one hand, and other account(s) at the Bank (the "Internal Transfer Service").
- ii. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Account and that you have all necessary legal right, power and authority to transfer funds from the Eligible Account. If you are a joint owner of an Eligible Account, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners.
- iii. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
 - If, through no fault of ours, the Eligible Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
 - The Internal Transfer Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
 - You have not provided us with the correct information, including but not limited to the correct Eligible Account; and/or,
 - Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

- iv. It is your responsibility to ensure the accuracy of any information that you enter into the Internal Transfer Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.
- B. Transfers Between Your Accounts-** You may use the Internal Transfer Service to transfer funds between your linked Northfield accounts without a fee on either a one-time or recurring basis, including as a payment to a linked installment loan or mortgage (excludes credit cards).
- One-time transfers may be made at any time and are immediately debited from a checking or savings account's available balance or a credit account's available credit.
- Future dated or recurring transfers scheduled for a weekend or a non-Business Day will be debited from the funding account on the next Business Day. All other scheduled and recurring transfers will be debited from the funding account at the beginning of the Business Day requested.
- Future scheduled and recurring transfers can be canceled prior to midnight ET on the Business Day prior to the date the transfer is scheduled to be made. A one-time immediate transfer cannot be canceled after it has been submitted. The best way to cancel a future scheduled or recurring transfer is to access the Online Activity within the Transfers & Payments screen within the Site.
- C. Transfers to Someone Else Using Their Account Number-** You may use the Internal Transfer Service to make one-time or recurring transfers from a linked Northfield checking or savings account to most checking or savings accounts of other Northfield customers using their account number, account type, email address, and name.
- i. One-time immediate transfers may be made at any time and are immediately debited from a checking, or savings account's available balance or a credit account's available credit. A one-time immediate transfer cannot be cancelled after it has been submitted.
 - ii. One-time future dated or recurring transfers will be debited from the funding account on the beginning of the scheduled transfer date.
 - iii. One-time future dated and recurring transfers can be edited or canceled prior to 11:59PM ET on the day prior to the date the transfer is scheduled to be made.
 - iv. The best way to edit or cancel a one-time future dated or recurring transfer is to follow the instructions on our website or mobile app. You may also request to cancel a one-time future dated or recurring transfer by calling us at contact information provided above.
 - v. By scheduling a transfer with the Internal Transfer Service, including future dated and recurring payments, you agree and acknowledge that we may cancel any such transfer(s) for the following reasons: your payment account is closed or does not have available funds, you are ineligible to use the Service, the recipient's account number is invalid, the recipient is deleted, for security reasons, applicable limit exceeded, or the transfer otherwise can't be processed. The transfer may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. We will notify you by email if we block or cancel a transfer that you have initiated using the Internal Transfer Service.

20. ZELLE ADDITIONAL TERMS OF SERVICE

This Zelle® and Other Payment Services Terms of Service document (hereinafter " Terms of Service") is a contract between you and Northfield Bank in connection with the Zelle® and Other Payment Services (as defined below) offered through our Site. These Terms of Service applies to your use of the Zelle® and Other Payment Services and the portion of the Site through which the Zelle® and Other Payment Services are offered.

A. Description of Services

- i. We have partnered with the Zelle Network® (“Zelle”) to enable a convenient way to send and receive money with others you trust, who are enrolled with Zelle® with us, or with another financial institution that partners with Zelle® (each a “User”) using aliases, such as email addresses, mobile phone numbers, or other unique identifiers described below (“Zelle® Payment Service,” as further described below). Zelle® provides no deposit account or other financial services. Zelle® neither transfers nor moves money. You may not establish a financial account with Zelle® of any kind. All money will be transmitted by a Network Financial Institution. THE ZELLE® PAYMENT SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE® PAYMENT SERVICE OR OTHER PAYMENT SERVICES TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.
- ii. In addition to the Zelle® Payment Service, we provide other payment services under this Agreement. These additional services allow you to send money to people if you provide the Eligible Transaction Account information and other contact information for the Receiver; such transactions are not sent via Zelle®. These payment services are referred to as “Other Payment Services” in this Agreement. The term “Zelle® and Other Payment Services” means the Zelle® Payment Service and the Other Payment Services.
- iii. The Zelle® and Other Payment Services enable you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Subject to the terms of this Agreement, the Zelle® and Other Payment Services are generally available 24 hours, seven days a week with the exception of outages for maintenance and circumstances beyond the control of us or Zelle®. Live customer service generally will be available Monday through Friday, excluding US financial institution holidays.
- iv. The Zelle® Payment Service allows for the delivery of payments to Receivers who are also enrolled in the Zelle® Payment Service through a Payment Network designed to deliver payments on the same day and potentially within minutes, although actual speed will vary, as described below. The Zelle® and Other Payment Services are not instantaneous. Payment delivery speed may vary based upon the fraud, risk and other funds availability policy of each financial institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks that may be involved in the transmission of a payment. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Zelle® and Other Payment Services payments unless the applicable transaction is transmitted through the ACH network. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network’s specifications.

B. Payment Authorization and Payment Remittance

- i. When you enroll to use the Zelle® Payment Service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle® Payment Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account. In addition to the restrictions set forth in Article Q (Prohibited Payments), you agree that you will not use the Zelle® and Other Payment Services to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Zelle® and Other Payment Services to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Zelle® Payment Service or share your credentials with a third party to use the Zelle® Payment Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney. Zelle® and we reserve the right to

terminate, suspend, or limit your access to or use of the Zelle® Payment Service at any time and without prior notice, including for reasons involving your use of the Zelle® Payment Service at any Network Financial Institution which may be deemed to be illegal, improper, brand damaging or potentially exposing us, Zelle®, or the financial system to risk.

- ii. This section does not apply to small business Users enrolled in the Zelle® Small Business Service (to the extent made available by us). The Zelle® and Other Payment Services are intended for personal, not business or commercial use. You agree that you will not use the Zelle® and Other Payment Services to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Zelle® and Other Payment Services with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle® Payment Service if we believe that you are using the Zelle® Payment Service for business or commercial purposes, or for any unlawful purpose.
- iii. To be eligible to enroll for the Zelle® and Other Payment Services, you represent that: (i) you are a U.S. resident (not including U.S. territories); (ii) you can form legally binding contracts under applicable law and are not a minor; (iii) you maintain one active Eligible Transaction Account with us and which account is in good standing; and (iv) you have the authority to authorize debits and credits to the enrolled Eligible Transaction Account you maintain with us. By using the Zelle® and Other Payment Services, you represent that you meet these requirements and that you agree to be bound by this Agreement. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and/or a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). You may not enroll in the Zelle® Payment Service with a landline phone number, toll-free number, Google Voice number, or Voice over Internet Protocol. Once enrolled, you may: (i) authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and (ii) receive money from another User either at that User’s initiation or at your request, subject to the conditions of the Article below titled “Requesting Payments.” If at any time while you are enrolled, you do not send or receive money using the Zelle® Payment Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, or we receive information that you are not the owner of the mobile number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle® Payment Service until you enroll again. Once enrolled, a Z logo will appear on your profile for each U.S. mobile number and/or email address that you have enrolled with Zelle®. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with Zelle®. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll it with Zelle®. If you enroll for the Zelle® Payment Service and select to use a Zelle® tag, the mobile phone number associated with your User profile will be used as a contact method for certain communications related to the Zelle® Payment Service and must meet the requirements described herein.
- iv. When you enroll with Zelle®, you may establish one or more profiles. Each profile may be linked to only one bank account, but you may enroll multiple email addresses or mobile phone numbers in each profile. Once you have enrolled an email address or a mobile phone number with a profile, you may not use that same email address or phone number with any other profile. By providing us with names and mobile telephone numbers, email addresses and/or Zelle® tags of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Zelle® Payment Service. By providing us with names, bank account information and other contact information for Receivers to whom you wish to direct a payment via the Other Payment Service, you authorize us to follow the Payment Instructions that we receive via the Other Payment Services. Once enrolled, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.
- v. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction

Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.

- vi. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.
- vii. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
 - 1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
 - 2. The Zelle® and Other Payment Services are not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
 - 3. The payment is refused as described in Article F (Payment Cancellation, Stop Payment Requests and Refused Payments) below;
 - 4. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and email address, Zelle® tag or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,
 - 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.
- viii. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Zelle® and Other Payment Services (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

C. Sending Payments.

- i. You may send money to another User at your initiation or in response to that User's request for money. When you send money to another User at your initiation, you may initiate a: (i) one-time payment that will begin processing immediately, (ii) one-time future dated payment that will begin processing on a specified future date, or (iii) recurring payment series that will begin processing recurring payments on a specified series of dates. Further details about each of these options can be found on the Site. You understand that use of the Zelle® and Other Payment Services by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us or another Network Financial Institution to initiate a debit entry to your bank account. You understand that when you initiate sending money using Zelle® and Other Payment Services and a payment has begun processing, it cannot be edited or canceled. One-time payments that process immediately cannot be edited or canceled. You may only edit or cancel a one-time future dated payment or recurring payment until the payment begins processing. As to the Zelle® Payment Service, if the person you sent money to has already enrolled with Zelle®, the money is sent directly to their bank account (except as otherwise provided in subsection (vi) and may not be canceled or revoked. We therefore recommend that you use the Zelle® Payment Service to send money only to people you know and trust. Your ability to cancel or stop payments is addressed more generally in Article F below.
- ii. Payment Instructions initiated to Receivers require you to provide contact information about the Receiver (including an email address, mobile telephone number and/or Zelle® tag). If the Receiver maintains an Eligible Transaction Account with a Network Financial Institution and has not yet enrolled in Zelle®, then the Zelle® Payment Service will contact the Receiver regarding enrollment in Zelle® and receipt of payment (a "Two-Step Transfer"). If the Receiver has already enrolled in Zelle®, then the Receiver will receive a message regarding your payment.

- iii. Via the Other Payment Services, we also support the sending of money to Receivers if you provide the Eligible Transaction Account information for the Receiver and other contact information for the Receiver; such transactions are not sent via Zelle®. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors, described below in Section 26.
- iv. In most cases, when you are sending money to another User using the Zelle® Payment Service, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle®, the other Network Financial Institutions, and other Zelle® users, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle®, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle®, or otherwise ignore the payment notification, and the transfer may not occur. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver not enrolling in Zelle®. The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we or Zelle® delay or block a payment that you have initiated, we will notify you via email to the designated email address within your Zelle® profile. Neither we nor Zelle® have control over the actions of other Users or other Network Financial Institutions that could delay or prevent your money from being delivered to the intended User.
- v. For the Other Payment Services and those Zelle® Payment Service payments where the Site indicates payment will require more than a Business Day, you understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day after you initiated the Payment Instruction. If you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not enrolled in Zelle®. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.
- vi. For Zelle® Payment Service payments, as to Recipients who have not yet enrolled with Zelle®, you acknowledge and agree that when we begin processing the Payment Instruction we will debit funds from your Eligible Transaction Account immediately, but we will only begin to process the requested transfer of funds to the Receiver once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or fourteen (14) days have elapsed. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement.

D. Receiving Payments; Money Transfers by Network Financial Institutions.

- i. All transfers of money to you shall be performed by a Network Financial Institution per the direction of that Network Financial Institution customer and at all times subject to the terms and conditions of the relevant

service agreement between that Network Financial Institution and its customer, including without limitation any restrictions or prohibitions on permissible transactions. Once a User initiates a transfer of money to your email address, mobile phone number, or Zelle® tag enrolled with the Zelle® Payment Service, you have no ability to stop the transfer. By using the Zelle® Payment Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled. If another person wants to initiate a Payment Instruction (including in response to a Zelle® request for money, if applicable) using the Zelle® Payment Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a request for money, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Zelle® Payment Service.

- ii. For the Zelle® Payment Service, most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle® and the other Network Financial Institutions, we may need or Zelle® may need additional time to verify your identity or the identity of the person sending the money. We or Zelle® may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we or Zelle® delay or block a payment that you have initiated through a request for money, we will notify you via email to the designated email address within your Zelle® profile. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment. We have no control over the actions of other Users, Zelle® or other Network Financial Institutions that could delay or prevent a transfer of money to you. You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account, such as if we have questions regarding possible fraud in connection with the payment. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may receive requests for money, from others through the Zelle® Payment Service.
- iii. You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

E. Requesting Payments.

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle® guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle® accept responsibility if the other User rejects or ignores your request or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle® may decide, in our discretion, that we will not send a reminder or repeat request to that User.

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle® Payment Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts. You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the Requestor and recipient and are not reviewed or verified by us or by Zelle®. Neither we nor Zelle® assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the Requestor. We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

If applicable, if you as a Requestor initiate a request for money using the Zelle® Payment Service, you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a request for money may not receive, or otherwise may reject or ignore, your request. We do not guarantee that you will receive any payments from individuals by initiating a request for money.

- F. Payment Cancellation, Stop Payment Requests and Refused Payments.** Sender may only cancel a Payment Instruction until the payment begins processing. Sender may only stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request, we will have no liability for failing to do so. We may also require you to present your stop payment request in writing within fourteen (14) days after contacting Northfield Bank, at 833-301-NFBK (833-301-6325) or customerservice@northfield.com, or otherwise directing us to stop a payment. If we charge you to stop the payment, then the charge for each stop payment request will be the current charge as set out in our current fee schedule. Payments not claimed by a Receiver who has not enrolled in Zelle® will be automatically cancelled by us fourteen (14) days after the processing of the payment begins. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.
- G. Service Providers.** We are offering you the Zelle® and Other Payment Services through one or more Service Providers that we have engaged to render some or all of the Zelle® and Other Payment Services to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Zelle® and Other Payment Services to you, to the extent any liability attaches in connection with the Zelle® and Other Payment Services pursuant to Article DD, we are the sole party liable to you for any payments or transfers conducted using the Zelle® and Other Payment Services and we are solely responsible to you and any third party. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" at the end of this Agreement.
- H. Amendments.** We may amend this Agreement and any applicable fees and charges for the Zelle® and Other Payment Services at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Zelle® and Other Payment Services after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Zelle® and Other Payment Services and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Zelle® and Other Payment Services, and/or related applications and material, and limit access to only the Zelle® and Other Payment Services' more recent revisions, updates, upgrades or enhancements.
- I. Notices to Us Regarding the Zelle® and Other Payment Services.** Except as otherwise stated below, notice to us concerning the Site or the Zelle® and Other Payment Services must be sent by postal mail to:

Northfield Bank
581 Main Street
Suite 810
Woodbridge, NJ 07095
Attn: Branch Administration

We may also be reached at 833-301-NFBK (833-301-6325) for questions and other purposes concerning the

Zelle® and Other Payment Services. We will act on your telephone calls as described below in Section 26 (Errors), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

- J. Consent to Emails and Automated Text Messages.** By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

By participating as a User, you represent that you are the owner of the email address, U.S. mobile phone number, Zelle® tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, U.S. mobile phone number, Zelle® tag and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from Zelle®, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Zelle® and Other Payment Services or related transfers between Network Financial Institutions and you. You agree that we may, Zelle® may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- i. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees, as message and data rates may apply.
- ii. You will immediately notify us if any email address or mobile number you have enrolled or is used as a contact method for a Zelle® tag is (i) surrendered by you, or (ii) changed by you.
- iii. In the case of any messages that you may send through either us or Zelle® or that we may send or Zelle® may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle® sends on your behalf may include your name.
- iv. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle®, including messages that you may send through us or through Zelle® or that we may send or Zelle® may send on your behalf.
- v. To cancel text messaging from us for the Zelle® and Other Payment Services, send STOP to 767666. For help or information regarding text messaging for the Zelle® and Other Payment Services, send HELP to 767666 or contact our customer service at 833-301-NFBK (833-301-6325). You expressly consent to receipt of a text message to confirm your "STOP" request.
- vi. Supported Carriers: AT&T, Sprint, T-Mobile, Verizon and others.
- vii. Your phone service provider is not the provider of the Zelle® and Other Payment Services. Users of the Zelle® Payment Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

- K. Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Zelle® and Other Payment Services. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Zelle® and Other Payment Services or Site. Additional fees may apply for small business Users enrolled in the Zelle® Small Business Service. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT, except for those fees that are specifically use-based, such as a request for money, if applicable. There

may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 14(G) (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Zelle® and Other Payment Services, including without limitation if we debit the Eligible Transaction Account for such fees, as described in this Article, and there are insufficient funds in the Eligible Transaction Account.

- L. Refused Payments.** We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.
- M. Returned Payments.** In using the Zelle® and Other Payment Services, you understand that Receivers may reject Payment Instructions or otherwise return payments only if the Receiver is not enrolled in Zelle®. We will use reasonable efforts to complete Payment Instructions initiated through the Zelle® Payment Service.
- N. Receipts and Transaction History.** You may view your transaction history by logging into the Zelle® and Other Payment Services and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail. Transactions made through the Zelle® and Other Payment Services will also appear on your statement(s), to include your online banking profile, in the timeframe prescribed by the method in which the payment is posting. We may provide different line item descriptions in your statement(s) dependent upon whether you are enrolled through us utilizing our Zelle® and Other Payment Services through our Site or are enrolled for the Zelle® Payment Service through the Zelle® stand-alone application.
- O. Your Privacy.** Protecting your privacy is very important to us. Please review our Privacy Policy found at <https://www.enorthfield.com/privacy-policy> in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. Our Privacy Policy may not apply to certain business accounts.
- P. Privacy of Others.** If you receive information about another person through the Zelle® and Other Payment Services, you agree to keep the information confidential and only use it in connection with the Zelle® and Other Payment Services.
- Q. Prohibited Payments.** The following types of payments are prohibited through the Zelle® and Other Payment Services, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:
 - i. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
 - ii. Payments that violate any federal or state law, statute, ordinance or regulation; and
 - iii. Payments that violate the Acceptable Use terms in Section 14(J); and
 - iv. Payments that may be deemed to be illegal, improper, brand damaging or potentially exposing us, our Service Providers, or the financial system to risk or reputational harm; and
 - v. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Article I (Notices to Us Regarding the Zelle® and Other Payment Services)] above of any violations of the Agreement generally.

- R. Your Liability for Unauthorized Transfers.** Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with Northfield Bank in the manner set forth in Article I (Notices to Us Regarding the Zelle® and Other Payment Services) above. You acknowledge and agree that time is of the essence in such situations. The best way to minimize your loss is to call us immediately. You will have no liability for unauthorized transactions if you notify us within sixty (60) days after your monthly financial institution statement which shows the unauthorized transaction has been sent to you. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount

transferred without your authorization after the sixty (60) days if we can establish that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

When you give someone your password or other means to access your account through which you access the Zelle® and Other Payment Services, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. Additionally, transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

These liability rules are established by Regulation E, which implements the federal Electronic Fund Transfer Act and does not apply to business accounts.

THE ZELLE® PAYMENT SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE® TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE® DOES NOT OFFER PURCHASE PROTECTION FOR AUTHORIZED PAYMENTS MADE THROUGH THE ZELLE® PAYMENT SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED). REIMBURSEMENT IS AVAILABLE FOR UNAUTHORIZED TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. CONTACT US TO DISPUTE A TRANSACTION.

- S. **Consent to Share Personal Information (Including Account Information).** In addition to Section 14(H) (Information Authorization) above, by accepting this Agreement, you consent to our disclosure of your personal information (including bank account information) as necessary to complete payment transactions in accordance with our customary processes and procedures, as permitted by the applicable terms of our Privacy Policy found at <https://www.enorthfield.com/privacy-policy>.
- T. **Service Termination, Cancellation, or Suspension.** If you wish to cancel the Zelle® and Other Payment Services, you may contact us as set forth in Article I (Notices to Us Regarding the Zelle® and Other Payment Services)] above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Zelle® and Other Payment Services at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.
- U. **Intellectual Property.** All other marks and logos related to the Zelle® and Other Payment Services are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Zelle® and Other Payment Services or display them in any manner that implies our sponsorship or endorsement. All rights, title and interest in and to the Zelle® and Other Payment Services, the portion of the Site through which the Zelle® and Other Payment Services are offered, the technology related to the Site and Zelle® and Other Payment Services, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Zelle® and Other Payment Services shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

- V. Password and Security.** If you are issued or create any password or other credentials to access the Zelle® and Other Payment Services or the portion of the Site through which the Zelle® and Other Payment Services are offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Article I (Notices to Us Regarding the Zelle® and Other Payment Services) above. See also Article R (Your Liability for Unauthorized Transfers) above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.
- W. Remedies.** If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Zelle® and Other Payment Services; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Zelle® and Other Payment Services for any reason or no reason and at any time. The remedies contained in this Article are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.
- X. Arbitration; Class Action Waiver.** You acknowledge and agree that for any claims or disputes you assert against Zelle® and Early Warning Services, LLC, Zelle® and Early Warning Services, LLC are entitled to enforce as third-party beneficiaries the Arbitration and Waiver of Class Action terms under your Account Agreement with us.
- Y. Wireless Operator Data.** In addition to Section 14(H) (Information Authorization), you acknowledge that we or Zelle® may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Zelle® and Other Payment Services. By using the Zelle® Payment Service, you authorize your wireless carrier (to use or disclose information about your account and your wireless device, if available, to Zelle® or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. See Zelle®'s Privacy Policy at <https://www.Zelle®pay.com/privacy-policy> for how it treats your data. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.
- Z. Content Standards; Zelle® Tags**
- i. **Content Standards:** You agree that you will not use the Zelle® Payment Service in any way, or upload or provide content or otherwise post, transmit, distribute, or disseminate through the Zelle® Payment Service any material that: (1) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (2) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (3) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (4) contains corrupted data or any other harmful, disruptive, or destructive files; (5) advertises products or services competitive with Zelle®, as determined by Zelle® in its sole discretion; or (6) in Zelle®'s or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Zelle® Payment Service, or which may expose us, Zelle® or our respective affiliates or customers to harm or liability of any nature.
 - ii. Although neither we nor Zelle® have any obligation to monitor any content, both we and Zelle® have absolute discretion to remove content at any time and for any reason without notice. We and Zelle® may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle® Payment Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle® make no representation or warranty that content uploaded to a User profile accurately identifies a particular User of the Zelle® Payment Service.
 - iii. The Zelle® Payment Service may include functionality for you to use a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending, receiving, or

requesting money, which will be your “Zelle” tag.” Each Zelle® tag must have an eligible U.S. mobile phone number associated with it and there will be a limit on the number of Zelle® tags you may use. Your Zelle® tag must meet the Content Standards. You may not select a Zelle® tag that misleads or deceives other Users of the Zelle® Payment Service as to your identity, or otherwise. Although neither we nor Zelle® have any obligation to monitor User Zelle® tags, both we and Zelle® have absolute discretion to remove a User Zelle® tag at any time and for any reason without notice. We and Zelle® may require you to change your Zelle® tag in our sole discretion, and we may elect to make a Zelle® tag unavailable to you, without any liability to you. We and Zelle® may also monitor User Zelle® tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle® Payment Service, you may be exposed to a Zelle® tag that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any User Zelle® tags, including any loss or damage caused thereby. We and Zelle® make no representation or warranty that a User Zelle® tag accurately identifies a particular User of the Zelle® Payment Service. We respect the intellectual property of others and require that users of the Zelle® Payment Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish content on the Zelle® Payment Service that is subject to intellectual property rights claims.

- AA. Liability.** Neither we nor Zelle® shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle® to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle® shall be liable for any typos or keystroke errors that you may make when using the Zelle® Payment Service.
- BB. Release.** You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the Zelle® and Other Payments Services. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.
- CC. Disclaimer of Warranties.** THE SITE AND ZELLE® AND OTHER PAYMENT SERVICES AND RELATED DOCUMENTATION ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR ZELLE® AND OTHER PAYMENT SERVICES, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE. EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR ZELLE® MAKES ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE® PAYMENT SERVICE. WE AND ZELLE® EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE ZELLE® PAYMENT SERVICE DESCRIBED OR PROVIDED. NEITHER WE NOR ZELLE® WARRANT THAT THE ZELLE® PAYMENT SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE® PAYMENT SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.
- DD. Limitation of Liability.** THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE ZELLE® AND OTHER PAYMENT SERVICES AND THE PORTION OF THE SITE THROUGH WHICH THE ZELLE® AND OTHER PAYMENT SERVICES ARE OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE ZELLE® AND OTHER PAYMENT SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE ZELLE® AND OTHER PAYMENT SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE,

BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ZELLE® AND OTHER PAYMENT SERVICES CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE.

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, ZELLE®, OR OUR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE® PAYMENT SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE® PAYMENT SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE® PAYMENT SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR ZELLE® HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE® PAYMENT SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE® PAYMENT SERVICES.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF OURS, ZELLE®, OR OUR RESPECTIVE OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK FINANCIAL INSTITUTIONS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

EE. Indemnification. You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service. You acknowledge and agree that you are personally responsible for your conduct while using the Zelle® Payment Service and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors or inability to use the Zelle® Payment Service, or any violation by you of the terms of this Agreement.

FF. Use of Our Digital Banking Site and/or Mobile App. You agree to access the Site and/or mobile app in compliance with our terms and conditions that we make available elsewhere on the Site, which are incorporated into and made part of this Agreement by this reference.

GG. Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Zelle® and Other Payment Services and the portion of the Site through which the Zelle® and Other Payment Services are offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Articles in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Section 14(C), (F), (G), (L), (Q) and Section 33 of the general terms, Articles I, P, W, X, and AA-HH of this Agreement, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

HH. Definitions

- i. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- ii. "Affiliates" are companies related by common ownership or control.
- iii. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

- iv. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Zelle® and Other Payment Services fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Zelle® and Other Payment Services.
- v. "Network Financial Institutions" means financial institutions that have partnered with Zelle®.
- vi. "Payment Instruction" is the information provided for a payment to be made under the Zelle® and Other Payment Services, which may be further defined and described above in connection with the Zelle® and Other Payment Services.
- vii. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- viii. "Receiver" is a person or business entity that is sent a Payment Instruction through the Zelle® and Other Payment Services.
- ix. "Requestor" is a person that requests an individual to initiate a Payment Instruction through the Zelle® Payment Service.
- x. "Sender" is a person or business entity that sends a Payment Instruction through the Zelle® and Other Payment Services.
- xi. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Zelle® and Other Payment Services to you on our behalf.
- xii. "Zelle® Small Business Service" means functionality, to the extent made available by us, that enables a small business User to (i) send requests for money through the Zelle® Payment Service, and (ii) send and receive Payment Instructions through the Zelle® and Other Payment Services. Users that access the Zelle® and Other Payment Services through a business account shall be classified as Zelle® Small Business Service Users. The Zelle® Small Business Service is included in the definition of "Zelle® Payment Service".

Zelle® and the Zelle® related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

21. SECURITY PROCEDURES

The Bank has implemented certain security procedures designed to reduce the possibility of fraud and error by requiring you provide a User Name, and Password ("Codes") to enter and use the Services available at the Site. Your accounts may be accessed only upon entry of valid Codes. You authorize us to treat any instruction made using valid Codes as if the instruction is made in writing and signed by you. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, the Site. You are responsible for maintaining the confidentiality of the Codes and you will not allow any other person to learn or use the Codes. In addition, if you disclose your User Name, Password, or Account number(s) to another person or entity, you (i) assume all risks and losses associated with such disclosure, and (ii) are responsible for any use of your personal and Account information by such person(s) or entity. You must take reasonable precautions to safeguard your Password and keep it in your possession and to log off all sessions when physically leaving the computer used to access the Service. If you believe that your credentials have been lost or stolen, or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once. You agree that the Bank will consider any access to the Service using valid Codes to be duly authorized and we will carry out any instruction given by the individual who is actually accessing the system. You further agree to be responsible for all actions taken by anyone to whom you have voluntarily provided your Codes. It is recommended that you change your Password every six (6) months. The Bank may, on occasion and in its sole and reasonable discretion, require you to reset your Password.

Customer agrees that Bank may follow a security procedure established for your protection that may involve a telephone call or other required contact with or from you prior to acting upon your instructions. The security procedures enabling access to the Services include multi- factor authentication ("MFA") which may involve evaluating the details of your website visits or requiring use of a One Time Passcode ("OTP"). An OTP is generated by us and sent to your designated method of contact, whether email and/or SMS message, to confirm the identity of the person issuing an instruction for certain transactions in your Account. In certain instances, we may decline to act upon your instructions.

By using the Service, you agree that the security procedures herein are commercially reasonable and appropriate. You agree that use of your User Name together with your Password constitutes your authorization for all transactions made using your

User Name and Password. The Bank reserves the right to change the technology and security precautions utilized at any time without notice. You acknowledge that you are responsible for the data security of your systems (e.g., software, hardware, or other equipment) used to access the Service.

Transmission of information by you over the Internet to the Bank is at your sole risk. You understand and acknowledge that: (a) the Internet is an unsecured, unstable, unregulated, and unpredictable environment; (b) your ability to use the Service is dependent upon the commercial or internal online service you have chosen and are using, as well as the Internet and equipment, software, systems, data and services provided by various vendors and third parties (including telecommunications carriers, equipment manufacturers, firewall providers and encryption system providers); and (c) while the Bank has established certain security procedures that you agree are reasonable, there can be no assurance that inquiries or transaction activity will be completely secure, or that access to the Service will be free from delays, malfunctions, or other inconveniences generally associated with this electronic medium.

22. PRIVACY

We understand how important privacy is to our customers. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our privacy notices at <https://www.enorthfield.com/privacy-policy> and <https://www.enorthfield.com/mobile-privacy-policy> before completing the enrollment process for the Service.

A. Disclosure of Account Information to Third Parties

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

- Where it is necessary for completing transactions;
- Where it is necessary for activating additional services;
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- In order to comply with a governmental agency or court orders; or
- If you give us your written permission.

Except for the above circumstances, we will exercise reasonable care to protect the confidentiality of your financial information and to prevent unauthorized disclosure to third parties. Please refer to our privacy notice for additional detail on disclosure of account information.

23. INTERNET SECURITY

The Service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. Prior to activating your access to the Service, the Bank will verify your identity and authorization against information associated with the Eligible Account (s) that you request to be linked to the Service.

- A. Encryption.** The Service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Digital Banking. Your browser automatically activates this technology when it attempts to connect to our Service. The Service will warn you if your browser does not meet this requirement. Browser support is subject to change without notice, so the Bank encourages end users to configure browsers for automatic updates. Use the latest version of your browser for the most secure experience in Digital Banking. Please note that the encryption only applies to transmissions within the Service and not to any communications between you and the Bank using any public electronic mail system.
- B. Certificate Authority.** The servers hosting the Service have been certified by a Certificate Authority to assure you that you are actually talking to the Service instead of someone pretending to be us. The Bank recommends using the most up-to-date versions of any permissible Internet browser; in order to provide increased security protection for you, minimum browser requirements may be changed without notice. If you are using an older browser, you may be prompted to update your browser.
- C. Cookies.** During your use of the Service, our Service Provider will pass an encrypted cookie to your computer in order to identify your computer during the session. This cookie enables us to process multiple transactions during the session without having to provide a User Name and Password for each individual transaction. Users must accept this cookie to

use the Service. This cookie does not contain any personal information; it simply provides another level of security for our Digital Banking product. The cookie is stored on your computer's hard-drive, identifying your computer while you are logged on. When you log off, close your browser, or turn off your machine, the cookie will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account. The Mobile Banking Service does not pass any cookies to your mobile device.

- D. Additional Security Guidelines.** You should sign-off after every Service session; however, online sessions will automatically end after fifteen (15) minutes of inactivity. This is to protect you in case you accidentally leave your computer unattended after you log-in. The security of public computers cannot be assured; therefore, we recommend that you refrain from accessing the Service on a public computer. You are solely responsible for selecting and obtaining necessary hardware, including, but not limited to, analog lines, or PCs, and a means of accessing the Internet, using an Internet service provider or other available method and communications software, or by other means. Routinely scan your computer, servers, and electronic media using reliable virus detection and anti-spyware products. Undetected or un-repaired viruses or spyware may affect the performance of your computer, corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit sensitive data to another third party or transmit a virus to other computers. Use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem. Keep your computer's operating system and browser fully patched for critical security issues. We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Service.

24. YOUR PASSWORD RESPONSIBILITIES

During the enrollment process, you will be asked to select a unique User Name, and then choose a Password that will be used to gain access to the Service. You determine your own Password, which is encrypted in our database. Neither the Bank nor its Service Providers have access to this information. Neither the Bank nor its Service Providers will contact you via telephone or email requesting personal information, your User Name, or your Password. If you are contacted by anyone requesting this information, please contact us immediately.

When you accept the terms and conditions of this Agreement, you agree not to give or make available your Password or other means to access your account to any unauthorized individuals. You are responsible for all transactions you authorize using the Service. If you permit other persons to use the Service, your Password, or other means to access your account, you are responsible for any transactions they authorize.

If you believe that your Password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify us at once by using the contact information provided above.

If you or your Authorized Users disclose your Password to anyone, and/or if you allow someone to use your Password to access your accounts, you are authorizing them to act on your behalf and you will be responsible for any use of the Service by them (e.g., such as when you provide this information to a joint account holder, an employee, and/or an aggregation service provider).

In addition to the security features described above, there may be other security-related notices posted on our website or the Service from time-to-time. It is your responsibility to read all security notices.

25. OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

We will use commercially reasonable efforts to make all your transactions within the Service properly. However, we shall incur no liability and any Bill Payment Service Guarantee shall be void if we are unable to complete any transactions initiated by you because of the existence of certain exceptions, which may include any one or more of the following circumstances:

- if, through no fault of ours, your Eligible Account(s) and/or Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account (if applicable);
- the Service and/or the payment processing center is not working properly and you know or have been advised by the Bank and/or its Service Providers about the malfunction before you execute the transaction;
- you have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller;

- your Eligible Account(s), including either your Payment Account or Billing Account, is closed;
- if your computer or mobile device, software, telecommunication lines were not working properly and this problem should have been apparent to you when you attempted the transaction;
- if your computer malfunctions;
- it can be shown that the Biller received the Bill Payment within the normal delivery timeframe and failed to process the payment through no fault of ours;
- the payment or transaction request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal, or if a legal order directs us to prohibit withdrawals from your Payment Account;
- we have reason to believe that a payment or other transaction request may not be authorized by you or any third party whose authorization we believe is necessary;
- if you, or anyone you allow, commits any fraud or violates any law or regulation; and/or
- circumstances beyond control of the Service, our Service Providers, and the Bank (such as, but not limited to, fire, flood, computer failure, interference from an outside force, or improper transmission or handling of payments by a third party) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from any of your Eligible Account(s), or Payment Account, or causes funds from your Payment Account to be directed to a Biller, which does not comply with your Payment Instructions, the Bank and/or its Service Providers may be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

26. DOCUMENTATION AND VERIFICATION OF PAYMENTS AND TRANSFERS

Information regarding Digital Banking and Bill Payment transactions will be reflected on the account detail in the Service and in your regular monthly account statement(s).

27. ERRORS AND QUESTIONS

In case of errors or questions about your electronic transactions, you should notify us as soon as possible through one of the contact methods provided on the first page of this Agreement above.

If you think your statement is incorrect or you need more information about an electronic transfer or Bill Payment transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must: Tell us your name, relevant Service account number(s), and Username; Describe the error or the transaction in question, explain as clearly as possible why you believe it is an error or why you need more information; and, tell us the dollar amount of the suspected error.

For additional information on your rights and responsibilities in relation to electronic transactions, please refer to the Electronic Funds Transfer disclosure received at account opening.

28. ALTERATIONS AND AMENDMENTS

This Agreement, applicable fees and service charges may be altered or amended from time-to- time by posting a revised version on our website. When required by applicable law, we will provide notice to you. Any use of the Service after the posting of a revised version of this Agreement on our website or after we provide you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

29. SEVERABILITY

If any term or provision of this Agreement is held to be invalid, illegal, void, or unenforceable by any rule or law or judicial decision by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the

original intentions of the parties in accordance with applicable law, and all other provisions of this Agreement shall remain in full force and effect.

30. ELECTRONIC DISCLOSURES

We may deliver amendments to this Agreement and other disclosures to you in an electronic format. Other disclosures may include: monthly account statements, deposit account disclosures, notices regarding changes in account terms and fees, and privacy notices. The equipment necessary for accessing these types of disclosures electronically is described within this Agreement in Section 7.

You may change the method of delivery at any time (e.g., from electronic format to paper format) by contacting us at the above information.

In addition, you can request paper copies of documents through the Service free of charge. Additional fees for paper copies of account statements may be imposed depending on the type of account you have and/or the reason and frequency of your requests for paper copies. You should print or save a copy of all disclosures delivered electronically.

31. ADDRESS, E-MAIL, OR PAYMENT ACCOUNT CHANGES

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers, and e-mail addresses. Changes can be made in the Site and at any Northfield Bank branch location.

Any changes to your Eligible Account(s), Payment Account, or Billing Account should also be made in accordance with the procedures outlined above. We are not responsible for any Bill Payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

32. SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

In the event you wish to cancel the Service, please contact us using the information provided above. Any Bill Payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Bill Payments, including automatic payments, will not be processed once the Service is cancelled. You will remain responsible for any fees associated with the Service prior to the effective cancellation date.

We may terminate or suspend the Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Access to our Service may be cancelled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any Digital Banking or Bill Payment activity for a period of six (6) consecutive months, accessibility will automatically terminate.

After termination or suspension of the Service, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of the Service, you must call our Digital Banking Department.

33. EXCLUSIONS OF WARRANTIES AND LIMITATION OF LIABILITY

WE MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND WITH RESPECT TO DIGITAL BANKING AND/OR THE SERVICE, WHETHER EXPRESS OR IMPLIED, AND DIGITAL BANKING AND THE SITE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO ANY PART OF DIGITAL BANKING, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR DIGITAL BANKING AND THE

PORTION OF THE SITE THROUGH WHICH DIGITAL BANKING IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, DIGITAL BANKING MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF DIGITAL BANKING, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO DIGITAL BANKING CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF DIGITAL BANKING OR THE PORTION OF THE SITE THROUGH WHICH DIGITAL BANKING IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO DIGITAL BANKING, ANY SERVICE THAT IS OFFERED, OR THE PORTION OF THE SITE THROUGH WHICH DIGITAL BANKING IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

YOU UNDERSTAND AND AGREE THAT YOUR USE OF ANY DIGITAL BANKING SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF ANY DIGITAL BANKING SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

UNLESS OTHERWISE SPECIFICALLY STATED, WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF ANY DIGITAL BANKING SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH ANY SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM ANY INTERNAL OR RECIPIENT ACCOUNT OR THAT ANY SERVICE WILL MEET ANY OF YOUR REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE.

34. ASSIGNMENT

You may not assign this Agreement to any other party. We may assign this Agreement in our sole discretion without any notice to, or consent by, you. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties. This Agreement is not for the benefit of any other person or entity, and no other person or entity shall have any rights against us or you hereunder.

35. NO WAIVER

The Bank and its Service Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

36. CAPTIONS

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

37. DISPUTES

In the event of a dispute regarding the Service, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and us, which supersedes any

proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict between what the employees of the Bank and/or its Service Providers say and the terms of this Agreement, the terms of this Agreement will prevail.

38. WAIVER OF TRIAL BY JURY

The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation brought based upon this Agreement, or arising out of, under, or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements or actions of the parties. This provision is a material inducement for the parties entering this Agreement.

39. OWNERSHIP OF MATERIAL

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40. FORCE MAJEURE

In no event will we be liable to you for any damages, default, or delay in performance arising out of or related to this Agreement or the Service(s) to the extent such damages or the default or delay is caused by circumstances beyond our control including without limitation, civil disorders; war; terrorism; lack of available resources from persons other than parties to this Agreement; labor disputes; electrical failures; denial of service attack, postal delays or strikes, virus or other malicious code or malicious applications; fires; floods; acts of God; governmental action; law, rules, or regulations.

41. GOVERNING LAW AND RELATION TO OTHER AGREEMENTS

Accounts and services provided by the Bank may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your Eligible Account(s) and provided to you separately. This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State of New Jersey, as amended, without regard to its conflicts of law provisions.